

## CONCLUSION

From the data presented in this report and supported by the reports of the State and Federal fish and wildlife agencies, attached as Appendixes A and B, and by reports furnished by independent consultants attached as Appendixes C and D, it has been concluded that serious losses have occurred to the fish and wildlife resources of the area through construction of the four lower Snake River dams. It is further concluded that these losses can be compensated for by implementation of the plan as outlined in this report. A summary of the recommended features with associated costs is shown in Table 16 and described in the following paragraphs:

### 1. Compensation of Fishery Losses:

a. Hatchery and associated trapping and holding facilities to rear the progeny of 2,290 adult female fall Chinook salmon, produce 101,800 pounds of smolts, and to be capable of returning 18,300 adults to the project area. These facilities would require approximately 40 acres of land to be acquired in fee. The estimated initial construction cost is \$6,200,000 with annual operation and maintenance costs of \$450,000.

b. Hatchery and associated trapping and holding facilities to rear the progeny of 2,145 adult female spring and summer Chinook salmon, produce 450,000 pounds of smolts, and to be capable of returning 58,700 adults above the project. These facilities would require approximately 80 acres of land to be acquired in fee and have an estimated initial construction cost of \$11,500,000 and annual operation and maintenance costs of \$900,000.

c. Hatchery and associated trapping and holding facilities to rear the progeny of 3,390 adult female steelhead trout, produce 1,377,500 pounds of smolts, and to be capable of returning 55,100 adults above the

project. These facilities would require approximately 80 acres of land to be acquired in fee. Estimated initial construction costs are \$20,500,000 with annual operation and maintenance costs of \$1,500,000.

d. Design and construction of these hatcheries would be funded through future appropriations to the Corps of Engineers. Operation and maintenance would be funded through future appropriations to the U.S. Fish and Wildlife Service or National Marine Fisheries Service. Prior to the actual design of the facilities, the level of hatchery compensation will be reviewed and possibly adjusted depending on the success of bypass, truck and haul, Dworshak hatchery returns, and any adverse effects of expanded powerhouses and increased peaking operations.

e. Hatchery facilities capable of producing 93,000 pounds of trout annually for stocking local streams to replace the lost sport-fishing opportunity or other alternatives of equal or lesser cost. The estimated construction cost of these hatchery facilities is \$3 million, and annual operation and maintenance cost is \$100,000. These facilities would require approximately 10 acres of land to be acquired in fee. The determination of the actual method of replacing the lost fishing opportunity will be determined by the Corps of Engineers in cooperation with the Washington Department of Game. Construction of the hatchery or other alternate measures will be funded through future appropriations to the Corps of Engineers. Operation and maintenance of the constructed facilities would be funded through future appropriations to the U.S. Fish and Wildlife Service.

f. The Corps of Engineers would, if appropriate, transfer title of the above hatchery and fish cultural facilities to the appropriate Federal or State fishery agency in a manner consistent with desires of the Administration and Congress under authority of the Fish and Wildlife Act of 1956 (16 USC 742) or by mutual agreement with the appropriate agency.

g. Acquisition of 750 acres of land along the Snake River and tributaries of streams adjacent to the lower or middle Snake River in easement or fee to partially replace loss of stream-type steelhead

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and salmon sport fishery in the 150 river miles of the project area. Acquisition and development would be accomplished under an agreement between the Corps of Engineers and the States of Washington and Idaho with ownership vested in the States. The States would acquire the land on a willing-seller concept and accomplish the initial development with costs to be reimbursed by the Corps of Engineers. Based on the percent of project lands affected in each State, the acquisition would be allocated as 700 acres to the State of Washington and 50 acres to the State of Idaho. Assuming funding is available, acquisition of these lands would be accomplished within a period of 10 years following initial appropriation of funds, or the authorization in total or part would be canceled. Estimated cost of acquisition is \$750,000 with initial development cost of \$300,000. Funding of land acquisition and development would be by future appropriation to the Corps of Engineers. Future development, if any, and operation and maintenance of these lands would be the responsibility of the State in which they are located.

## 2. Compensation of Wildlife Losses:

a. Acquisition of approximately 400 acres of riparian habitat in fee and 8,000 acres of farmland in easement surrounding these riparian lands to provide partial compensation for project-caused pheasant and quail hunting losses and additional hunting opportunity as a substitute compensation for nongame species. Acquisition of the land would be by agreement between Corps of Engineers and the Washington State Department of Game whereby the Game Department would undertake the actual acquisition on a willing-seller concept within a 10-year period after initial appropriation of funds. Under this agreement, title to the fee lands would be vested with the State for such period of time that the land is used for fish and wildlife management purposes. At the end of such time title to any portion not being used for this purpose would be conveyed to the United States Government without additional compensation. The Corps will require that selection of hunter easements and wildlife habitat "core" areas be accomplished in a manner to provide viable wildlife management units, that all involved landowners in a given management unit are in agreement (willing sellers), that each management unit plan be concurred in by the involved County Planning Commission, and that the payment considerations be fair and reasonable. Costs for acquisition and initial

development of these lands by the State would be reimbursed by the Corps of Engineers. Ownership of estates in the lands would be vested in the State. The initial cost of these lands is estimated at \$2,100,000 for acquisition, administrative overhead, and initial development. Annual operation and maintenance costs would be a State responsibility.

b. Acquisition of approximately 15,000 acres of land in easement to provide hunter access as partial compensation for project-caused losses to chukar-partridges. Acquire approximately 50 small select parcels of land (0.1 acre each) in easement or fee and construct bird-watering devices on these lands. The land would be located in the draws along the sides of the Snake River Canyon adjacent to the project area and would provide access to project lands from surrounding private lands. Access to these lands would be acquired by the Corps of Engineers on a willing-seller concept and would be managed by the Corps of Engineers in conjunction with adjacent project lands. Land access acquired by easement would be limited to the hunting seasons and would not be fenced so that normal rangeland activities could be continued by the owners. Lands around the bird-watering devices would be fenced. Acquisition of these lands and construction of watering devices are estimated to cost \$279,000 and the annual operation and maintenance cost \$1,000. Assuming funding is available, acquisition of these lands would be accomplished within a period of 10 years following initial appropriation of funds.

c. The Corps of Engineers would enter into an agreement with the Washington Department of Game to provide game birds to stock project and acquired off-project lands for compensation of lost hunter-day use and animals caused by the project construction. The necessary stocking effort to fulfill compensation is estimated to be 20,000 birds per year for a 20-year period by which time habitat and a natural brood stock should be established. The agreement would provide for a lump-sum payment of \$1,159,000, estimated capitalized value of the 20-year stocking period, to the Washington Department of Game to provide the birds either by outright purchase, remodeling an existing bird farm, or constructing a new facility.

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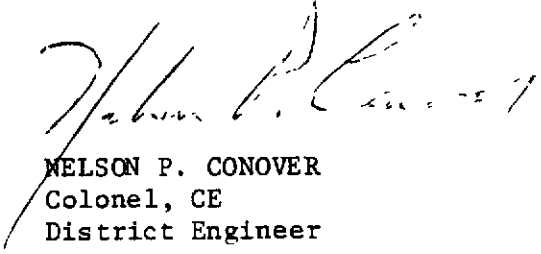
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3. Estimated total first cost to the United States for implementation of the foregoing fish and wildlife compensation plan is approximately \$45,788,000. The total Federal cost for annual operation, maintenance, and replacement is estimated at approximately \$2,951,000. Federal funding for acquisition and initial development of habitat and fisherman and hunter access lands by the State would be subject to their agreement to fund any additional development and annual operation and maintenance costs.

#### RECOMMENDATIONS

I recommend that additional measures be authorized for development to compensate for fish and wildlife losses incurred at existing projects on the lower Snake River generally as described in this special report, with such modifications as, at the discretion of the Chief of Engineers, may be advisable, at an estimated first cost to the United States of \$45,788,000 for construction and \$2,951,000 annually for operation and maintenance and replacement.

  
NELSON P. CONOVER  
Colonel, CE  
District Engineer

COOPERATIVE AGREEMENT NO. DACW68-81-C-0128

TASK ORDER NO. 18

## SCOPE OF WORK

LOWER SNAKE RIVER PROJECT WILDLIFE COMPENSATION ANALYSIS AND HEP  
EVALUATION

RECEIVED

MAR 10 1988

DEPARTMENT OF WILDLIFE  
ADMINISTRATION1. GENERAL.

This scope of work describes tasks to be accomplished by the State of Washington Department of Wildlife (hereinafter referred to as the STATE) and the Walla Walla District (hereinafter referred to as the CORPS) under Cooperative Agreement No. DACW68-81-C-0128. All work described herein is to be completed by the STATE as specified under each task by September 30, 1989. All work will be performed in accordance with the provisions specified in this task order.

2. RATIONALE AND AUTHORIZATION.

Wildlife compensation efforts on the Lower Snake River project have progressed under the authority of the Lower Snake River Fish and Wildlife Compensation Plan, U.S. Army, 1975 (LSRFWCP) since 1976 without specific measureable objectives having been defined other than the fee/easement acquisition of 23,400 acres off-project and the rearing and release of 20,000 game birds per year on LSRFWCP lands over a 20-year period. Several modifications on the LSRFWCP were accomplished through the Water Resources Development Act of 1986. Major changes were:

a. Authority to purchase all off-project lands (which will allow management of those lands in their entirety for wildlife purposes, instead of less than two percent of the off-project lands owned in fee as under the original LSRFWCP authority);

b. The game bird rearing and release program under the original LSRFWCP authority was modified to allow a lump-sum payment to the STATE to enter into lease agreements with southeastern Washington landowners for the establishment of game bird habitats and the opening of access to those lands for public hunting (Game Bird Farm Alternative or GBFA).

The intent of this work is to define wildlife compensation objectives, to determine current progress in reaching those objectives, and to provide a basis for future evaluations of the effectiveness of wildlife habitat management on project lands associated with the four lower Snake River projects operated by the Corps of Engineers. The methodology to be used in this work is the Habitat Evaluation Procedures (HEP) (U.S. Fish and Wildlife Service, 1980). These procedures were developed as habitat-based approaches for assessing impacts of proposed water development projects on fish and wildlife resources. The results of this work are intended to be used for assessing progress

towards achieving compensation goals and to indicate where modifications are needed in current management strategies. Compensation goals were generally presented in the "Special Report, Lower Snake River Fish and Wildlife Compensation Plan, Lower Snake River, Washington and Idaho" (U.S. Army Engineer District, Walla Walla, Washington, 1975). In "Design Memorandum for Wildlife Habitat Development, Supplement No. 1, Lower Snake River Project" (U.S. Army Engineer District, Walla Walla, Washington, 1979), compensation evaluations were recommended to be conducted once every five years beginning in 1985. Because of delays in developing some habitat areas, periodic evaluations will begin in Fiscal Year 1988 and 1989.

### 3. DESCRIPTION OF THE STUDY AREA.

The study area covered by this task order will encompass CORPS-owned lands along the entire Snake River canyon extending for 129 miles from Ice Harbor Dam at river mile 10 to the Clarkston, Washington vicinity at river mile 139 and the Asotin Slough HMU at river mile 146, totalling approximately 12,701 acres which are presently managed for wildlife.

### 4. OBJECTIVES

The objectives of this study are:

(1) to determine wildlife compensation goals for the Lower Snake Projects based on a comparison between pre- and post-construction Habitat Units for selected evaluation species.

(2) to determine the current status of wildlife mitigation progress performed using Habitat Units.

(3) to establish recommended guidelines to evaluate wildlife mitigation needs and actions to be used in future evaluations and planning efforts.

### 5. TASKS.

Elements of work to be accomplished by the STATE under this task order include the following:

a. Under Objective 1, in conjunction with a HEP team composed of representatives from all agencies and tribes involved in the evaluation and a facilitator, the following tasks will be performed:

(1) Provide input on Pertinent Literature, Hydrologic Data, Land Use Information, Aerial Photography, and Vegetative Mapping. The STATE, as part of the HEP team, will recommend: in an initial organizational meeting on or before February 19, 1988, pertinent literature to be reviewed by the facilitator which will identify existing information that may be incorporated into the HEP study and preclude duplicating previous studies that

have gained acceptable results; existing aerial photographs suitable to be utilized by the facilitator for determining pre- and post-impoundment vegetative cover types; the suitability of habitat maps which previously have been prepared by the CORPS to determine if they are accurate and compatible with standard habitat classification systems for use in developing computer-generated maps.

(2) Review accuracy of photo interpretation. The STATE, as part of the HEP team, will assess the accuracy of aerial photo interpretation of cover types, from pre- and post-impoundment photos, as performed by a facilitator during a HEP team meeting on or before March 13, 1986.

(3) Select a Tentative List of Evaluation Species. The STATE will provide input during a HEP team meeting on or before March 18, 1986 on selecting evaluation species. A list of selection criteria will be compiled by a facilitator to provide a basis for the HEP team to choose final evaluation species for study. The selection criteria will be applied to each proposed species for consideration by the HEP team. This process will ensure that the most appropriate evaluation species are selected for study and that decisions are reached in a thorough, effective, and efficient manner by the team.

(4) Identify Life Requisites for Evaluation Species. The STATE will provide input during a HEP team meeting on or before April 15, 1988 on identifying and evaluating life requisites for the wildlife species selected by the HEP team. A facilitator will provide a framework for making decisions. The life requisites considered by the HEP team to be most limiting to the growth of a species population in the project area will provide the basis for assessing impacts for evaluation species.

(5) Select Habitat Parameters and Sampling Design. The STATE will provide input on the selection of habitat parameters from species models during a HEP team meeting on or before May 6, 1988. Any modifications to the models considered necessary for its application to this study will be field verified by the HEP team by May 13, 1988 to ensure that the models used in the HEP accurately reflect the species habitat use patterns in the study area. As part of the HEP team, the STATE will also help determine any parameters requiring additional data or measurement; assist in the design of field data forms; and review a preliminary field sampling plan prepared by a facilitator for a HEP team meeting on or before May 6, 1988.

(6) Collect Field Data for Determining Compensation Goals. As a part of the HEP team, the STATE will participate in conducting field sampling which will begin on May 16, 1988.

(7) Review an Interim Status Report. The STATE, as part of the HEP team, will review and comment on an interim status report by July 15, 1988. This report will document methodology, procedures, and work performed in FY 1988.

(8) Review HEP Data, Review Any Other Pertinent Data, and Attend All HEP Meetings. Habitat Suitability Indices (HSIs), a measure of habitat quality, will be computed from habitat parameters obtained either from existing data or from the field. The STATE, as a part of the HEP team, will determine Suitability Index (SI) and HSI averaging for all sampling sites within a particular cover type for the four lower Snake River projects by October 14, 1988. The average SI values will be used to calculate the HSI values for each evaluation species by project.

b. Under Objective 2, the current habitat conditions of the project area will be compared against conditions immediately post-construction. Most of the field work, mapping, evaluation procedures, etc. will be done at the same time that information is being collected for the previous objective. The following task, specific to this objective, will be performed:

(1) Preparation of a Synopsis of All Wildlife Mitigation Actions that have Occured to Date. The STATE, in association with CORPS biologists, will prepare a synopsis of mitigation actions that have been performed to date by December 9, 1988. This synopsis should include chronological descriptions of actions for each Habitat Management Unit.

c. Under Objective 3, The STATE, as part of the HEP team, will closely coordinate with FWS in recommending guidelines for future evaluations and planning. The following tasks will be performed:

(1) Recommend Standardized Field Sampling Techniques for Future Evaluation Studies. The STATE will provide input on the content and methodology of the guidelines including field sampling techniques, number and location of necessary field samples, mapping conventions to be used, etc. during a HEP team meeting on January 13, 1989.

(2) Develop Draft Planning Guidelines and Procedures for Lower Snake River Projects. The STATE will provide input on the development of future planning guidelines which will aid in determining land acquisitions and management concepts to meet mitigation goals during a HEP team meeting on January 13, 1989.

d. The STATE, as part of the HEP team, will closely coordinate with FWS who will prepare a comprehensive report. The STATE will review and comment on this report by January 27, 1989. This report will document the results of the compensation evaluation, provide a synopsis of mitigation actions, and report findings and recommendations for planning guidelines and procedures.

6. TASK DUE DATES - PROJECT SCHEDULE

Task	Date Due
A. Provide input on literature, data, photography, and cover-typing	19 Feb., 1988
B. Select evaluation species, review cover-typing	18 Mar., 1988
C. Identify life requisites and species models, review GIS habitat areas	15 Apr., 1988
D. Finalize models, review sampling design and data collection forms	6 May, 1988
E. Collect field data	17 Jun., 1988
F. Review draft progress report	15 Jul., 1988
G. Review HEP data	14 Oct., 1988
H. Submit synopsis of mitigation actions	9 Dec., 1988
I. Recommend standardized field sampling techniques, develop draft planning guidelines and procedures	13 Jan., 1989
J. Review draft comprehensive report	27 Jan., 1989

7. PROPOSED COST SCHEDULE.

FISCAL YEAR 1988

DESCRIPTION	MAN-DAYS	AMOUNT
A. TASK 1:		
(1) Review pertinent literature, data, photography, and mapping	32	\$5,600
(2) Select evaluation species, identify life requisites, review cover-typing	33	5,775
(3) Select habitat parameters, verify species models and sampling design	18	3,150
(4) Collect field data	41	7,175
(5) Review draft status report	7	1,225
Subtotal		<u>\$22,925</u>

Travel

Department Vehicle  
Air Transportation

\$1,025  
1,110

Subtotal

\$2,135

Meals and Lodging

Game Frog Mgr I  
Wildlife Bio IV

\$700  
1,125

Subtotal

\$1,825

Goods and Services

Materials and Equipment  
Communications

\$100  
250

\$350

Total FY 88 Cost

\$27,235

## FISCAL YEAR 1989

	DESCRIPTION	MAN-DAYS	AMOUNT
A.	TASK 1:		
	(6) Review HEP data	11	\$1,925
B.	Task 2:		
	(1) Prepare synopsis of mitigation actions	44	7,700
C.	Task 3:		
	(1) Recommend standardized field sampling techniques, develop draft planning guidelines and procedures	18	3,150
	(2) Review draft comprehensive report	15	2,625
	Subtotal		\$15,400

Travel

Department Vehicle  
Air Transportation

\$103  
185

Subtotal

\$288



Meals and Lodging

Game Prog Mgr I	\$50
Wildlife Bio IV	125

Subtotal	<u>\$175</u>
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Goods and Services

Materials and Equipment	\$140
Communications	250

Subtotal	<u>\$390</u>
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Total FY 89 Cost	\$16,253
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Total Task Order Cost	\$43,488
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8. COMPENSATION TO THE STATE.

a. In consideration of the performance of its undertaking in accordance with this task order, the STATE shall be paid a total firm-fixed price of \$43,488.00. The STATE shall be paid for the activities listed in this task order performed during the periods specified for each task. There shall be no liability on the CORPS for payment of any money for work performed outside of this time period or beyond the listed activities. Additional work will be covered by separate task orders or by modification of this task order.

9. CONTINUING PAYMENT PROVISION

a. Funds are not available at the inception of this task order to cover the entire task order price. The sum of \$27,235.00 has been reserved for this task order and is available for payments to the STATE during the current fiscal year (FY 1988). It is expected that Congress will make appropriations for future fiscal years from which additional funds will be reserved for this task order. The liability of the United States for payments beyond the funds reserved for this task order is contingent on the reservation of additional funds.

b. Failure to make payments in excess of the amount currently reserved or that may be reserved from time to time shall not be considered a breach of this task order and shall not entitle the STATE to a price adjustment under the terms of this task order except as specifically provided in paragraphs c. and d.

c. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the task order. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this task order and shall not entitle



the STATE to any price adjustment under a "Suspension of Work" or similar clause or in any manner under this task order.

d. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the STATE, by written notice delivered to the CORPS at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this task order, it may be treated as a termination for the convenience of the Government.

e. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the STATE because of work performed and to be performed under the task order during the fiscal year, the Government reserves the right, after notice to the STATE, to reduce said reservation by the amount of such excess.

f. The term "Reservation" means monies that have been set aside and made available for payments under this task order.

#### 10. PAYMENT.

A. The STATE shall furnish monthly invoices to the CORPS showing completed performance of work done under each line item of this task order as a basis upon which payments may be made to the STATE. Invoices shall be submitted in triplicate as follows:

(1) The original and one (1) copy to:

U.S. Army Engineer District, Portland  
ATTN: CENPPDC-F-E  
Post Office Box 2946  
Portland, Oregon 97208-2946

(2) One (1) copy to the District Engineer's Representative designated in paragraph 10 below to verify completion of work, who will forward it, and a receiving report to CENPPDC-F-E for payment.

B. The STATE shall complete all work under this task order by 30 September, 1989, and shall submit all billings for work described in this task order no later than December 31, 1989.

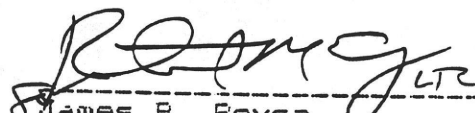
11. GOVERNMENT REPRESENTATIVE AND POINT OF CONTACT.


Dr. Michael F. Passmore, Wildlife Biologist, Planning Division, Environmental Resources Branch, phone number (509) 322-5524, is hereby designated the District Engineer's Representative and will serve as the Point of Contact for all matters covered by this task order. Any change in District Engineer's Representative or Point of Contact may be made by the District Engineer by providing "Notice" thereof to the WHE with the effective date of such change. Additional Points of Contact to expedite decisions may be made by separate designation by the District Engineer.

12. APPROVAL.

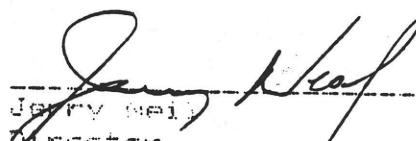
The date of approval of this task order shall be the date on which it is signed by the District Engineer, U.S. Army Corps of Engineers, Walla Walla District.

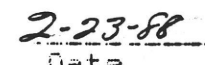
U.S. ARMY CORPS OF ENGINEERS

  
James B. Royce  
Colonel, Corps of Engineers  
District Engineer

  
Date

STATE OF WASHINGTON DEPARTMENT OF WILDLIFE

  
Jerry Neil  
Director

  
Date

CENFD-PE

11 July 1986

SUBJECT: Congressional Action on Energy and Water Development Appropriations Act,  
For Fiscal Year, 1989

#### Elk Creek Lake, Oregon (Continued)

drought in the Rogue Basin. The Committee understands that the Corps of Engineers is proceeding expeditiously to complete the studies necessary to satisfy various unforeseen requirements imposed by the ninth circuit's decision. The Committee also understands that the Corps' record of decision is scheduled to be completed in April 1990. The Committee further understands that the Department of Justice has filed a petition for writ of certiorari with the U.S. Supreme Court to appeal the decision of the ninth circuit. This Committee supports both these actions. However, the Committee is concerned that the partially constructed dam may place the area at greater risk than is necessary. Therefore, the Committee directs that the Corps, in conjunction with its submission of the fiscal year 1990 budget request, to provide a report on the magnitude of the risk to be faced, if the dam is to remain in this uncompleted condition.

~~Lower Snake River fish and wildlife compensation plan, Washington. The Committee has provided the full budget request of \$12,200,000 and urges the Corps of Engineers to allocate a portion of these funds to undertake the game farm alternative to enhance wildlife habitat in the area.~~

#### OPERATION & MAINTENANCE, GENERAL:

An appropriation of \$1,372,894,000 (Corps-wide) is recommended, which is the same as the budget request and \$5,939,000 below the House allowance.

The Committee is aware of growing operation and maintenance requirements nationwide, and the continuously changing needs and priorities. It is often necessary to accomplish work scheduled for the budget year in the current, and it is not uncommon for the Corps to divert budgeted operation and maintenance funds to unscheduled work due to meet unforeseen emergency requirements.

Further, the Committee is aware of the efforts of the Corps to stretch their scarce O&M dollars to cover all of its projects and to effect savings through a variety of methods. As more and more projects come into the inventory and budgetary constraints reduce available resources it is clear the Corps will need to change its traditional approach to undertaking the required O&M work nationwide. Adjustments in lower priority programs and noncritical work should be considered. However, in optimizing its use of the limited resources available, the Corps should insure maximum public benefits for navigation, hydropower, and flood control.

The 1989 budget request was based on estimates which were developed 18 months ago. Maintenance dredging requirements in navigation channels vary with weather conditions, equipment availability, and usage. Further, good bid experience could free up additional dollars to accomplish unscheduled work. Specific allocations for O&M projects impede the Corps' financial flexibility to respond to emergencies and other unanticipated urgent requirements is preserved can the Chief of Engineers carry out his responsibility to perform the O&M work of greatest overall importance to the Nation.

Therefore, the Committee prefers not to make specific allocations to projects and has included tables in the report for illustrative purposes only.

In addition, the attention of the Corps of Engineers is directed to the following projects in need of maintenance or review and for which the Committee has received requests-- ....additional maintenance dredging at the small Oregon coastal ports, particularly Gold Beach and Port Orford; ....the need to proceed expeditiously with repairs of the breach in the North Jetty at Coos Bay, OR, using available funds.

Astoria, Oregon - The Committee understands that new economic data now supports replacing failing sheet-pile wingwalls at Astoria, OR, east marina boat basin. The Corps is directed to proceed as expeditiously as possible with such repairs using available funds.

## LETTER OF AGREEMENT

### Wildlife Compensation Goals and Evaluation Measures

#### For The

#### Lower Snake River Fish and Wildlife Compensation Plan

This Letter of Agreement (LOA) is made and entered into this 24<sup>th</sup> day of March, 1989 by and between the following parties: Department of Army - Corps of Engineers, Walla Walla District, hereinafter referred to as COE; U.S. Fish and Wildlife Service, hereinafter FWS; and Washington Department of Wildlife, hereinafter WDW. This LOA defines the procedure to establish habitat-based compensation objectives for the Lower Snake River Fish and Wildlife Compensation Plan (LSRFWCP).

Wildlife compensation efforts for the Lower Snake River Project have progressed under the authority of the LSRFWCP. The COE has undertaken intensive wildlife habitat development measures on 1,200 of 12,750 acres of project lands designated for "wildlife management" in COE project master plans. Of those 1,200 acres, 750 acres are irrigated. Developments include a variety of vegetative plantings, nesting and roosting structures, water cisterns, and irrigation systems. Wildlife habitat on additional project lands was improved through 93 miles of fencing along project boundaries. These initial developments as well as annual operation and maintenance costs have been borne by the individual COE lock and dam projects on which these habitat management areas occur.

Although animal losses were generally described in the LSRFWCP, it has been implemented without specific measurable objectives having been established other than the fee or easement acquisition of 23,400 acres off-project lands and the rearing and release of 20,000 game birds per year on LSRFWCP lands over a 20-year period.

Modifications to the LSRFWCP were recommended and contained in the report of the Chief of Engineers dated 6 March 1985 and approved by Congress in the Water Resources Development Act of 1986, Section 856 of Public Law 99-662. With respect to compensation of wildlife losses, these modifications were:

1. Expanded authority to purchase off-project lands (in fee as well as easements) and manage them in their entirety for wildlife purposes. Previously, the LSRFWCP provided that less than 2 percent of the off-project lands were to be owned in fee title and managed as production areas.

2. The game bird rearing and release program under the original authority was modified to allow a lump-sum payment to Washington Department of Wildlife in order for it to enter into lease agreements with southeastern Washington landowners for the establishment of game bird habitats and the opening of access to those lands for public hunting (Game Bird Farm Alternative (GFA), page 17, Special Report For Congress). The GFA will provide 18 years of increased wildlife production and public hunting recreation.

#### Article 1. Purpose and Scope.

The purposes of this LOA are to:

1. Determine the procedure for establishing measurable habitat-based compensation objectives.

2. Establish the criteria to be employed in a Habitat Evaluation Procedures (HEP) analysis for measuring progress toward compensation objectives from habitat development and/or land acquisition.

3. Establish the general procedure for crediting mitigation activities undertaken by the COE towards compensation.

4. Implement the recent modifications to the LSRFWCP approved by Congress in Section 856 of Public Law 99-662.

This agreement encompasses and is limited to wildlife compensation activities being undertaken pursuant to the LSRFWCP.

#### Article 2. Authority.

The COE enters into this agreement under the authority of the Water Resource Development Acts of 1976 (P.L. 94-587) and 1986 (P.L. 99-662), and in fulfillment of the Fish and Wildlife Coordination Act (FWCA), 16 U.S.C. 661-666c. Participation of the FWS and WDW is also authorized under the FWCA. Additionally, FWS and WDW were both recommended as cooperating agencies in the Special Report - LSRFWCP (U.S. Army Engineer District, Walla Walla, 1975) for implementation of the LSRFWCP. The FWS has conferred with affected Indian Tribes regarding this LOA and related issues and will continue this process during implementation of the LOA.

#### Article 3. Obligations and Responsibilities of the Parties.

Obligations and responsibilities of each party as related to the compensation analysis described by this LOA are detailed in scopes of work specific to each party. The COE will fund WDW and FWS for their efforts in the establishment of compensation objectives and the determination of compensation progress as discussed in this LOA. Additional funding or other support is

not authorized nor implied through this LOA. Future evaluations of compensation progress should use the criteria in this LOA as a basis for those evaluations.

1. The signatory parties agree that a modified HEP, based on existing Federal, state, and tribal wildlife programs and objectives, will be used in the implementation of the LSRFWCP with regard to wildlife compensation.

2. The signatory parties agree to work cooperatively as a HEP team to establish compensation objectives, coordinate mitigation recommendations, and evaluate mitigation actions.

3. The objectives for wildlife compensation under the LSRFWCP will primarily be based on Habitat Units (HU's) derived from the HEP analysis initiated in 1988. The HEP team will determine evaluation species and cover types used to define compensation goals and measure compensation progress. HU's existing during 1958 (pre-project) within current project boundaries will be determined by the HEP team from aerial photography and by sampling areas that represent pre-project conditions. The HU's derived from this procedure will constitute the compensation objectives for the LSRFWCP. Compensation progress to date for on-project lands will similarly be determined by using 1987 aerial photography and sampling of project lands.

4. Compensation will be met through present and future on-project habitat developments, acquisition of off-project lands and subsequent development, or riparian/wetland habitat protection. Consideration of acquisition and habitat development of off-project land will depend upon (1) the on-project land base available for additional habitat development, (2) land availability (willing sellers), (3) existing habitat condition and/or development potential and/or status in regard to future expected land use, (4) proximity of off-project parcels in relation to the Lower Snake River, and (5) cost-effectiveness. These determinations will be made jointly by the signatory parties of this LOA.

5. Future expected HU's gained through development of on- and off-project lands will be fully credited to the LSRFWCP immediately following the completion of habitat development. The signatory parties agree to focus acquisition on lands having minimal existing HU's, but good potential for habitat development. These acquisitions will receive credit toward compensation for one-half (50 percent) of their existing HU's for evaluation species. However, the signatory parties also recognize that habitat protection of existing high quality riparian/wetland habitat will be justified when such habitat is potentially threatened by land use changes or practices. In these case-specific instances, all

(100 percent) of the existing HU's for evaluation species associated with riparian/wetland habitats will be credited toward compensation. WDW and FWS are willing to depart from usual practice and agree to the above 50 percent and 100 percent credits for acquisition. This departure from usual practice is necessary to direct the acquisitions to appropriate lands, and applies only to this agreement with COE.

6. Each future off-project acquisition and/or habitat management action proposed will be evaluated based on a cost/benefit comparison using potential HU's derived from the proposed action. The 50 percent credit for existing habitat values will not be incorporated into any cost/benefit assessment.

7. Habitat development progress will be monitored on each parcel to determine the HU's achieved. This information will help guide future efforts through identification of successful development methods upon which to focus. Monitoring procedures, schedules, and agency responsibilities will be determined as part of the development of the planning guidelines phase of the compensation analysis.

8. "Interim" compensation is the replacement of wildlife-oriented recreation values lost due to the project from the time of construction until mitigation habitats are fully productive. The signatory parties agree that interim compensation will be fully satisfied through the implementation of the Game Bird Farm Alternative (GFA) described above, and through the perpetual easement purchase and development of the Bailie Memorial Youth Ranch in Franklin County. However, the HU's resulting from the habitat developments on the Bailie Memorial Youth Ranch in 1987 will be credited toward compensation under the LSRFWCP.

9. Wildlife compensation measures implemented through the LSRFWCP will be accomplished within presently authorized acreage (24,150 acres) and cost levels (current estimate for acquisition and development). Interim compensation measures are in addition to these costs. The report prepared under this LOA will not recommend mitigation/compensation measures above these currently authorized levels.

10. A General Plan for the Lower Snake River Project will be prepared in accordance with the Corps of Engineers "Engineering Regulation 1130-2-435, Preparation of Project Master Plans" and the Fish and Wildlife Coordination Act. The General Plan will be prepared by the end of calendar year 1991, following the completion of the HEP analysis described through this LOA. The purpose of this plan is to identify lands to be managed for mitigation under the LSRFWCP, direct development and management of those lands, and identify agency roles and responsibilities in implementation of actions contained in the General Plan. Because land acquisitions for wildlife compensation will not be accomplished by the conclusion of the HEP evaluation when the General

Plan is developed, supplements to this General Plan will be made as land acquisitions are completed. Land acquisition and development will not be delayed while the General Plan is being developed.

#### Article 4. Relationship of the Parties.

This LOA is specific to the LSRFWCP and in no way shall interfere, disrupt, or restrict other authorized functions or activities of the agreeing parties. This LOA does not restrict any of the parties from seeking additional mitigation measures for the Lower Snake River Projects through other programs.

#### Article 5. Availability of Funds.

Implementation of this agreement shall be subject to the availability of appropriated funds.

#### Article 6. Elected Officials Not to Benefit.

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from it.

#### Article 7. Effective Term.

This LOA shall take effect upon execution by all of the three signatory parties identified herein, and, unless amended in accordance with Article 8 hereof, shall remain in effect until compensation authorized by the LSRFWCP is completed.

#### Article 8. Amendments and Termination.

This LOA may be amended in writing at any time with the written consent of the three signatory parties. Any such amendment shall take effect upon execution by all of the three signatory parties. Any signatory party may terminate this agreement for breach of any article herein by giving at least 90 days advance written notice to the other signatory parties.



IN WITNESS WHEREOF, the signatory agencies have executed this agreement as of the date last set forth below and agree to abide by its terms from that date forward.

Curt Smith  
Curt Smith, Director  
Washington Department of Wildlife

3/13/89  
Date

Wally French  
Marvin Plenert, Regional Director  
U.S. Fish and Wildlife Service

3-22-89  
Date

James A. Walter  
James A. Walter  
Lieutenant Colonel, Corps of Engineers  
District Engineer  
Walla Walla District

24 Mar '89  
Date



DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY  
WASHINGTON D C 20310-0103

03 MAR 1989

**RECEIVED**

MAR 9 1989

DIRECTOR'S OFFICE  
DEPARTMENT OF WILDLIFE

Mr. Curt Smitch  
Director  
Washington Department of Wildlife  
600 North Capital Way, GJ-11  
Olympia, Washington 98504

Dear Mr. Smitch:

I am enclosing two copies of the Cooperative Agreement for the Game Bird Farm Alternative Program for the Lower Snake River Fish and Wildlife Compensation Plan. Please review the Agreement and, if you concur, sign and date both copies, retaining one for your files and returning one to this office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert W. Page", is written over a large, stylized, looped flourish.

Robert W. Page  
Assistant Secretary of the Army  
(Civil Works)

Enclosures

Contract No. DACW68-89-H-0001

COOPERATIVE AGREEMENT  
GAME BIRD FARM ALTERNATIVE PROGRAM  
FOR LOWER SNAKE RIVER FISH & WILDLIFE COMPENSATION PLAN  
BETWEEN THE  
DEPARTMENT OF THE ARMY  
AND  
STATE OF WASHINGTON, DEPARTMENT OF WILDLIFE

1. PARTIES

The parties to this Agreement are the Department of the Army (hereinafter referred to as the GOVERNMENT), acting by and through the Assistant Secretary of the Army (Civil Works) and the State of Washington Department of Wildlife, represented by its Director (hereinafter referred to as the STATE).

2. AUTHORITY

a. The GOVERNMENT enters into this agreement under the authority of the Water Resources Development Act of 1976, PL 85-624, enacted October 22, 1976, the Lower Snake River Fish and Wildlife Compensation Plan, and Section 6, Federal Grant and Cooperative Agreement Act of 1977 as amended by PL 97-258, 31 USC 6305 et seq.

b. The STATE enters into this agreement under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW; RCW 77.12.320 (3).

3. PURPOSE

The purpose of this Agreement is to provide for the transfer of funds from the Government to the State to accomplish the public purposes of mitigation on the Lower Snake River and to set forth the arrangements under which the GOVERNMENT and the STATE will carry out the Game Bird Farm Alternative Program (GBFAP) as an alternative to the game bird stocking portion of the Lower Snake River Fish and Wildlife Compensation Plan (LSRFWCP) as more particularly discussed and approved in Design Memorandum No. 20, Game Bird Farm Alternative: Habitat Development (1985, Revised 1986) (DM 20) of the LSRFWCP.

4. DURATION OF AGREEMENT

This Agreement shall become effective upon execution by the Assistant Secretary of the Army for Civil Works and the Director of the Department of Wildlife and shall continue in effect for an 18-year period or until terminated as provided for herein.

## 5. OBLIGATIONS OF THE PARTIES

a. The GOVERNMENT, in cooperation with the STATE, has identified and developed, in concept, a GBFAP to be accomplished by the STATE to fully satisfy the intents and purposes of the game bird stocking portion of the LSRFWCP. The GBFAP is contained in DM 20 which shall become a part of this Agreement as though fully set forth herein.

b. The STATE will implement, perform, and administer the GBFAP to meet and satisfy all game bird stocking objectives established by the LSRFWCP (Conclusion, Section 2.c. Compensation of Wildlife Losses, Page 94) and set forth in the LSRFWCP on file in the Chief of Engineers Office.

c. The STATE shall submit for approval to the GOVERNMENT'S point of contact within 30 days from the effective date of this agreement an implementation plan covering the details of performance of the GBFAP. The cost of the implementation plan shall not exceed the current negotiated cost of the GBFAP (\$2,571,512) including an updated expenditure criteria for minimum levels of GBFAP expenditures based on the schedule established in DM 20. The implementation plan may be altered or amended by mutual agreement of the parties.

d. The STATE shall submit annually to the GOVERNMENT, a report providing a complete overview of the program including fiscal information, site maps, hunter-use information, etc., as is explained in detail in DM 20. The fiscal information to be contained in each annual report is also described in 8.a. and 8.b. below.

e. The STATE shall establish and maintain a separate account in the Special Wildlife Account for deposit of said funds in a Federally insured account, hereinafter referred to as advance funds account, in order to pay and fund all STATE costs incurred in connection with the agreement and the GBFAP set out in DM 20 of the LSRFWCP. Allowable program costs shall include reasonable STATE administrative costs, which in no event shall exceed 40 percent of total annual program costs.

f. The GOVERNMENT shall pay to the STATE the lump sum of \$2,571,512.00 for implementation of the GBFAP as soon as practicable following the date of execution of this Agreement by the Assistant Secretary of the Army for Civil Works and the Director of the Department of Wildlife.

g. The GOVERNMENT shall not be responsible for any other costs incurred by the STATE or provide any additional monies other than as specified in paragraphs c. and f. of this Article. The liability of the GOVERNMENT is hereby limited to the sum of money advanced to the STATE. The STATE agrees that funding in this

manner satisfies the GOVERNMENT responsibility for the game bird stocking portion of the LSRFWCP.

h. Any funds (principal and accrued earnings) not expended by the STATE at the end of the 18-year program will be returned by the STATE to the GOVERNMENT.

#### 6. DEFAULT

In the event the STATE does not achieve the goals or spending agreed upon for the annual operation of the GBFAP, the GOVERNMENT may in its sole discretion, notify the STATE of the deficiency in performance or shortfall in spending and allow the STATE a period not exceeding 4 years to improve and meet the GBFAP's objectives. Failure to meet the deficiencies or stated GBFAP objectives within the time specified in any Notice provided by the GOVERNMENT may at the discretion of the GOVERNMENT be sufficient to declare the STATE in default and terminate this agreement.

#### 7. TERMINATION

Should the GOVERNMENT terminate this Agreement for cause pursuant to paragraph 6 above the STATE shall refund, to the GOVERNMENT, all remaining unexpended sums of money in the advance funds account with accrued interest except those funds necessary for the STATE to fulfill outstanding obligations incurred prior to the termination date.

#### 8. EXAMINATION OF RECORDS

a. The STATE shall maintain books, records, documents, and other evidence pertaining to costs and expenses incurred under this Cooperative Agreement, to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature involved therein. The STATE shall make available at its offices, at reasonable times, all records for inspection and audit by an authorized representative of the GOVERNMENT during the period this Agreement is in effect and for 3 years thereafter. This fiscal information shall also be provided to the GOVERNMENT as part of the annual reports described in 5.d. above.

b. The STATE also shall maintain a full, complete, and accurate record of interest or other investment income earned or accrued to the advance funds provided by the GOVERNMENT and separately maintained in advance fund account.

#### 9. HOLD HARMLESS

The STATE shall hold and save the United States free from damage due to the construction, operation, and maintenance of the

GBFAP except where such damages are due to the fault or negligence of the United States.

#### 10. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

#### 11. COVENANT AGAINST CONTINGENT FEES

The STATE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the STATE for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to terminate this Agreement without liability or in its discretion to the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 12. NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

The STATE shall comply with Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination in connection with the GBFAP on the grounds of race, color, religion, sex, or national origin.

#### 13. RELATIONSHIP OF PARTIES

The parties to this Agreement act in their independent governmental capacities in the performance of their respective functions under it, and neither party is to be considered the officer, agent, or employer of the other.

#### 14. TRANSFER OF JURISDICTION

The GOVERNMENT may, in its discretion, transfer administrative jurisdiction over its interest in the work herein included and any facilities constructed hereunder to another Federal agency. If such action is taken, the obligations of the GOVERNMENT recognized herein shall continue to be recognized by the successor agency either by assumption of this agreement or by issuance of a new agreement assuming similar obligations.

15. POINTS OF CONTACT AND MAILING ADDRESSES

Dr. Michael Passmore, Phone No. (509) 522-6624, is the point of contact for the GOVERNMENT for all matters covered by this Agreement. Mr. Bruce Smith is the point of contact for the STATE for all matters covered by this Agreement.

The official mailing address of the GOVERNMENT is as follows:

Department of the Army  
Walla Walla District,  
Corps of Engineers  
Walla Walla, Washington 99362-9265

The official mailing address of the STATE is as follows:

Washington Department of Wildlife  
Spokane Regional Office  
North 8702 Division  
Spokane, Washington 99218

16. AMENDMENTS

This agreement may be amended or altered by written agreement of the parties, duly executed and attached hereto.

DEPARTMENT OF THE ARMY



Robert W. Page  
Assistant Secretary  
of the Army (Civil Works)

3-3-89

Date

STATE OF WASHINGTON  
DEPARTMENT OF WILDLIFE



Curt Smitch  
Director

3/9/89

Date

No. 144—Part II

Vol. 132

WASHINGTON, FRIDAY, OCTOBER 17, 1986

No. 144

# Congressional Record

*Budget  
Reconciliation*



United States  
of America

PROCEEDINGS AND DEBATES OF THE 99<sup>th</sup> CONGRESS, SECOND SESSION

SECOND CLASS NEWSPAPER

Postage and Fees Paid  
U.S. Government Printing Office  
(USPS 087-390)

CONGRESSIONAL RECORD

OCT  
FRI 17, 1986

VOL. 132, NO. 144—F  
711



Center as a living memorial to the seven Challenger astronauts who died serving their country and to other individuals who gave their lives in exploration of the space frontier, and

(2) the Federal Government should along with public and private organizations and persons, cooperate in the establishment of such a Center.

**AMENDMENT OFFERED BY MR. NELSON OF FLORIDA**

Mr. NELSON of Florida. Mr. Speaker, I offer an amendment.

The Clerk read as follows:

Amendment offered by Mr. NELSON of Florida: Beginning on line 5, delete "NASA at the Johnson Space Center" and insert in lieu thereof "the Smithsonian Institution".

The SPEAKER pro tempore. The question is on the amendment offered by the gentleman from Florida [Mr. NELSON].

The amendment was agreed to.

The Senate joint resolution was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

Mr. NELSON of Florida. Mr. Speaker, we have had considerable consultation with Members of Congress which have been involved in the space program; including my colleague, Senator GARN, in the other body, we have had extensive consultation with the families of the crew of the space shuttle Challenger, and all are agreed that there should be a Children's Challenge Center which should be established in conjunction with the Smithsonian here in Washington as a living memorial to the seven Challenger astronauts. With that consensus we bring forth this resolution to express the intent of Congress.

The Senate joint resolution was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

□ 1825

**ANTI-APARTHEID ACT ALREADY BEING VIOLATED**

(Mr. LELAND asked and was given permission to address the House for 1 minute and to revise and extend his remarks.)

Mr. LELAND. Mr. Speaker, on October 2, 1986, the Anti-Apartheid Act became the law of our land. According to the law of our land, South African Airways was supposed to stop flying in and out of the United States 10 days after our act became law.

Today, the 17th of October—15 days after the Senate override of the President's veto—I am appalled that South African Airways is still flying in and out of our country. There is in fact a flight leaving for Johannesburg tonight from New York City.

What I believe we in Congress and the American people deserve is for the administration to carry out the laws of our country. I am appalled that the anti-apartheid law has not been carried out.

The American people and Congress have said no to apartheid. The administration has clearly demonstrated its refusal to not carry out a law mandated by the U.S. people. The administration, furthermore, has become an obstructionist to that law.

I would also like to inform my colleagues that the company selected to mint the U.S. gold coin that seeks to replace in sales the South African Krugerrand, is none other than the Englehard Corp. The company awarded the contract to mint the U.S. gold coin is owned 27 to 29 percent by Anglo-American, the leading South African corporation.

The law of our great Nation must not be violated. The administration has not only a moral obligation but a legal obligation to sever these illegal ties with South Africa.

□ 1845

**CONFERENCE REPORT ON H.R. 6, WATER RESOURCES DEVELOPMENT ACT OF 1986**

Mr. ROE submitted the following conference report and statement on the bill (H.R. 6) to provide for the conservation and development of water and related resources and the improvement and rehabilitation of the Nation's water resources infrastructure:

**CONFERENCE REPORT (H. REPT. 99-1013)**

The committee of conference on the disagreeing votes of the two Houses on the amendment of the Senate to the bill (H.R. 6) to provide for the conservation and development of water and related resources and the improvement and rehabilitation of the Nation's water resources infrastructure, having met, after full and free conference, have agreed to recommend and do recommend to their respective Houses as follows:

That the House recede from its disagreement to the amendment of the Senate and agree to the same with an amendment as follows:

In lieu of the matter proposed to be inserted by the Senate amendment insert the following:

**SECTION 1. SHORT TITLE AND TABLE OF CONTENTS**

(a) **SHORT TITLE.**—This Act may be cited as the "Water Resources Development Act of 1986".

(b) **TABLE OF CONTENTS.**—

Title I—Cost Sharing  
Title II—Harbor Development  
Title III—Inland Waterway Transportation System  
Title IV—Flood Control  
Title V—Shoreline Protection  
Title VI—Water Resources Conservation and Development  
Title VII—Water Resources Studies  
Title VIII—Project Modifications  
Title IX—General Provisions  
Title X—Project Deauthorizations  
Title XI—Miscellaneous Programs and Projects  
Title XII—Dam Safety  
Title XIII—Namings  
Title XIV—Revenue Provisions  
**SAC 2. DEFINITION OF SECRETARY.**

For purposes of this Act, the term "Secretary" means the Secretary of the Army.

**TITLE I—COST SHARING**

**SEC. 101. HARBORS.**

(a) **CONSTRUCTION.**—

(1) **PAYMENTS DURING CONSTRUCTION.**—The non-Federal interests for a navigation project for a harbor or inland harbor, or any separable element thereof, on which a contract for physical construction has not been awarded before the date of enactment of this Act shall pay, during the period of construction of the project, the following costs associated with general navigation features:

(A) 10 percent of the cost of construction of the portion of the project which has a depth not in excess of 20 feet; plus

(B) 25 percent of the cost of construction of the portion of the project which has a depth in excess of 20 feet but not in excess of 45 feet; plus

(C) 50 percent of the cost of construction of the portion of the project which has a depth in excess of 45 feet.

(2) **ADDITIONAL 10 PERCENT PAYMENT OVER 30 YEARS.**—The non-Federal interests for a project to which paragraph (1) applies shall pay an additional 10 percent of the cost of the general navigation features of the project in cash over a period not to exceed 30 years, at an interest rate determined pursuant to section 106. The value of lands, easements, rights-of-way, relocations, and dredged material disposal areas provided under paragraph (3) shall be credited toward the payment required under this paragraph.

(3) **LANDS, EASEMENTS, AND RIGHTS-OF-WAY.**—The non-Federal interests for a project to which paragraph (1) applies shall provide the lands, easements, rights-of-way, relocations (other than utility relocations under paragraph (4)), and dredged material disposal areas necessary for the project.

(4) **UTILITY RELOCATIONS.**—The non-Federal interests for a project to which paragraph (1) applies shall perform or assure the performance of all relocations of utilities necessary to carry out the project, except that in the case of a project for a deep-draft harbor and in the case of a project constructed by non-Federal interests under section 204, one-half of the cost of each such relocation shall be borne by the owner of the facility being relocated and one-half of the cost of each such relocation shall be borne by the non-Federal interests.

(b) **OPERATION AND MAINTENANCE.**—The Federal share of the cost of operation and maintenance of each navigation project for a harbor or inland harbor constructed pursuant to this Act shall be 100 percent, except that in the case of a deep-draft harbor, the non-Federal interests shall be responsible for an amount equal to 50 percent of the excess of the cost of the operation and maintenance of such project over the cost which the Secretary determines would be incurred for operation and maintenance of such project if such project had a depth of 45 feet.

(c) **EROSION OR SHOALING ATTRIBUTABLE TO FEDERAL NAVIGATION WORKS.**—Costs of constructing projects or measures for the prevention or mitigation of erosion or shoaling damages attributable to Federal navigation works shall be shared in the same proportion as the cost sharing provisions applicable to the project causing such erosion or shoaling. The non-Federal interests for the project causing the erosion or shoaling shall agree to operate and maintain such measures.

(d) **NON-FEDERAL PAYMENTS DURING CONSTRUCTION.**—The amount of any non-Federal share of the cost of any navigation project for a harbor or inland harbor shall be paid to the Secretary. Amounts required to be paid during construction shall be paid on an annual basis during the period of construction, beginning not later than one year after construction is initiated.



DEPARTMENT OF THE ARMY  
OFFICE OF THE CHIEF OF ENGINEERS  
WASHINGTON, D.C. 20314

REPLY TO  
ATTENTION OF:

DAEN-CWP-A

March 6, 1985

SUBJECT: Lower Snake River Fish and Wildlife Compensation Plan,  
Washington and Idaho

THE SECRETARY OF THE ARMY

1. I submit for transmission to Congress my report, accompanied by the special reports of the Division and District Engineers, on implementation of the plan authorized by the Water Resources Development Act of 1976 to compensate for loss and damage to fish and wildlife resources resulting from construction of the Ice Harbor, Lower Monumental, Little Goose and Lower Granite dams on the Snake River in Washington and Idaho. This report fulfills the commitment of the Chief of Engineers to advise the Congress not later than five years after first receipt of funds for this project on the extent to which it has been practicable to carry out the acquisition of lands and interest in lands under the procedures authorized, and if necessary to recommend such further measures as may be desirable to assure timely accomplishment of the authorized compensation plan. Funds for implementation of the compensation plan were first appropriated in Fiscal Year 1978, and allocations through Fiscal Year 1985 total \$106,361,000.
2. The authorized plan includes extensive developments for propagation of both anadromous and resident fish, provision of fisherman access to the Snake River and its tributaries, the acquisition of rights in real property for hatchery construction and for propagation and hunting of wildlife and for the stocking of game birds on these lands and project lands for a period of twenty years. Initial costs of \$168 million are all Federal, but reimbursement through sale of hydroelectric power from the Snake River dams will reduce the ultimate Federal cost to about \$4.1 million based on the latest approved estimates.
3. Accomplishments to date are described below:
  - a. Most of the lands authorized to be obtained under usual real estate acquisition procedures for construction of fish hatcheries have been obtained. The reporting officers

DAEN-CWP-A

SUBJECT: Lower Snake River Fish and Wildlife Compensation Plan,  
Washington and Idaho

find that implementation of the authorized measures for compensation of fishery losses is proceeding satisfactorily and is currently about 58 percent complete.

b. Fewer than 20 of the 750 acres authorized to be acquired for fisherman access have been obtained, and no lands or interest in lands have been acquired for the wildlife compensation features of the plan under the authorized willing seller-willing buyer concept. The complexity of uses and estates, questions of accessibility and potential vandalism and possible interference by the public with normal farming and ranching operations have been of great concern to area landowners. The net result is that no real estate interests have been obtained in spite of three years of negotiations by the state agencies and the Corps of Engineers with more than 250 landowners controlling over 80,000 acres.

4. The reporting officers conclude that this lack of progress can be overcome by retaining the willing seller-willing buyer concept for acquisition if the requirement to obtain less-than-fee is removed and entire ownerships could be acquired from willing sellers in fee or easement. The reporting officers further conclude that:

a. Changed circumstances warrant modification of the authorized game bird stocking feature of the authorized plan.

b. Title to separable wildlife compensation lands should be vested in the states, except for lands contiguous to the Corps projects, with the costs of acquisition and initial development funded by the Corps and the costs of wildlife management funded by the agency holding title.

c. The land acquisition effort should be extended for an additional five years after the date of authorization of proposed modifications and funding.

d. The U. S. Fish and Wildlife Service should be designated to fund the operation and maintenance of all fish rearing facilities.

5. Therefore, the reporting officers recommend modification of the current authorization to provide for:

a. Acquisition of lands from willing sellers, in fee as well as easement (including acquisition of entire farm units),

DAEN-CWP-A

SUBJECT: Lower Snake River Fish and Wildlife Compensation Plan,  
Washington and Idaho

not to exceed the previously authorized aggregate total of  
24,150 acres.

b. Title to compensation lands be acquired by and vested in appropriate state agencies, except for lands contiguous to the four Corps of Engineers projects, with all costs of acquisition and initial development funded by the Corps of Engineers and all costs of operation, maintenance, and replacement funded by the agency holding interest in the lands.

c. Extension of the period for completion of acquisition for an additional five years following authorization and funding of these recommended modifications.

d. Modification of the game bird stocking feature of the authorized plan to provide for funding of a contractual arrangement with landowners to plant or leave nesting cover which will increase natural production, and to supplement this program with artificially reared birds obtained from public or private sources, through the year 2002.

e. Transfer of jurisdiction over all compensation plan fish hatcheries, appurtenant facilities and lands to the U. S. Fish and Wildlife Service for operation, maintenance, and replacement upon completion of construction by the Corps of Engineers.

6. I note that in making their recommendations the reporting officers concluded that changed circumstances warrant modification of the authorized game bird stocking feature of the authorized plan. However, I find that no modification of the existing authorization is required since no additional lands will be acquired and the implementation period would not be extended beyond the period authorized, and the cost will not exceed current estimates for this feature. This feature of the authorized plan can be accomplished under my discretionary authority.

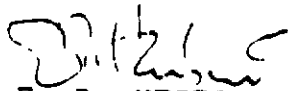
7. Subject to the foregoing, I concur in the views and recommendations of the reporting officers, with such further modification as in the discretion of the Chief of Engineers may be advisable.

8. The recommendations contained herein reflect the information available at this time and current Departmental policies governing formulation of individual projects. They do not

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SUBJECT: Lower Snake River Fish and Wildlife Compensation Plan,  
Washington and Idaho

reflect program formulation of a national Civil Works construction program nor the perspective of higher review levels within the Executive Branch. Consequently, the recommendations may be modified before they are transmitted to the Congress as proposals for authorization and/or implementation funding.



E. R. HEIBERG III  
Lieutenant General, USA  
Chief of Engineers



DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY  
WASHINGTON, DC 20310

30 MAY 1985

Honorable David A. Stockman  
Director  
Office of Management and Budget  
Washington, D. C. 20503

Dear Mr. Stockman:

I am submitting a copy of the report of the Chief of Engineers on Lower Snake River Fish and Wildlife Compensation Plan, Washington and Idaho. This is furnished in accordance with Executive Order No. 12322 dated September 17, 1981.

Subsequent to authorization of the Compensation Plan by Section 102 of the 1976 Water Resources Development Act, a Special Report by the Chief of Engineers was transmitted to the Congress on August 18, 1978. The Special Report provided information on how the Compensation Plan was to be implemented and included a commitment that the Chief would report to the Congress after five years on:

- o the extent to which it has been practicable to acquire lands and interest in lands under the procedures authorized, and

- o further measures as may be desirable for timely accomplishment of the Compensation Plan.

Because of the minimal acreage which the Corps has been able to acquire to date for both the fisherman access and wildlife habitat development features, we concur with recommendations in the enclosed report to allow acquisition of fee title as well as easements and to extend the land acquisition efforts for five years.

To ensure that mitigation costs remain justified, the cost of implementing the modified Compensation Plan should be limited to the estimated cost of implementation as originally authorized. This limitation should not hinder implementation because the District Engineer, on page I-2, paragraph 7 of his report, indicates that no additional costs are expected.

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We also concur with the recommendation to clarify the authority provided by the original authorization for the Corps to transfer jurisdiction and funding responsibilities to the Fish and Wildlife Service for completed fish hatcheries. The Corps has transferred completed hatcheries to the states for operation and maintenance using Service funds. The Corps indicates that those arrangements between the Service and states will continue.

Please provide information regarding the relationship of the report of the Chief of Engineers to the program of the President. A proposed draft of a letter transmitting this report to Congress is enclosed.

Sincerely,

*Signed*

Robert K. Dawson  
Acting Assistant Secretary of the Army  
(Civil Works)

13 Enclosures  
(See Page 3 for  
list of enclosures)